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June 6, 2019

VIA ECF and FEDEX

FILED UNDER SEAL

Honorable Robert B. Kugler, U.S.D.J.
United States District Court for the District of New Jersey
Mitchell H. Cohen Building & U.S. Courthouse
4th & Cooper Streets
Camden, New Jersey 08101

Re: Eagle View Technologies, Inc., et al. v. Xactware Solutions, Inc., et al.
Civil Action No. 1:15-cv-07025 (RBK/JS)

Dear Judge Kugler:

We represent Plaintiff EagleView Technologies, Inc. ("EagleView"). EagleView looks forward to the forthcoming status conference and settlement meeting with Defendants on June 10, 2019, and greatly appreciates that the Court has set aside time that day to discuss the rescheduling of the trial date for this case. In anticipation of that discussion, EagleView respectfully submits this case status summary and requests that the trial be rescheduled for July, subject to the Court's availability (EagleView is widely available after July 10).¹

By way of update, Defendants' willful infringement has reached a fevered pitch, which threatens to cause more, specific irreparable harm to EagleView's business in the coming months than ever before—harm that will be irreversible by the time of a September (or later) trial date. As the Court is aware, the parties are competitors. And while Defendants have consistently sought to delay resolution of this case, they have aggressively marketed their infringing roof reports to EagleView's largest customers, using Defendants' vast resources to underprice their roof reports in an effort to take the customers away. This [REDACTED]

[REDACTED] (Ex. 1 (PTX-530) at 0019, 0023.) EagleView's former customers [REDACTED]

[REDACTED] (See Ex. 2 (Pawlik Dep. Tr.) at 140:1–22; see also Ex. 3 (Levin Dep. Tr.) at 99:4–8.) Indeed, since Defendants' infringement began, EagleView has [REDACTED] to Defendants' infringing products: [REDACTED] In addition to [REDACTED]

¹ EagleView has conferred with Defendants, who have stated that they are unavailable for trial in July. Accordingly, in preparation for the June 10 conference, EagleView requested that Defendants identify any specific conflicts in July in an effort to discuss a workable trial schedule that month, including by discussing anticipated witness timing and testimony. Defendants have yet to provide that information.

outright losing customers, Defendants' tactics have also forced EagleView to repeatedly reduce its prices, substantially eroding its profits in order to compete with its own patented technology. For example, as a result of Defendants' underpricing of its infringing roof reports, EagleView was forced to reduce its pricing [REDACTED]

[REDACTED] materially eroding EagleView's profits. Additionally, Defendants—which own a major distribution channel for EagleView's roof reports to its customers (Xactimate)—are to impeding EagleView's distribution of its reports through that channel. [REDACTED]

[REDACTED] And just last month (in May), Defendants incorrectly told [REDACTED]

[REDACTED] Needless to say, such misinformation, along with Defendants' opportunistic pricing of their infringing roof reports, threatens to devastate EagleView's business.

Holding trial in July instead of months later is especially critical because EagleView's contract with one of its major customers [REDACTED], exposing EagleView to the very real risk that [REDACTED] for a cheaper, albeit clearly infringing technology, and EagleView will be unable to regain that market share.

EagleView thanks the Court for its consideration and looks forward to meeting with the Court on June 10.

Respectfully submitted,

s/ Liza M. Walsh

Liza M. Walsh

Encl.

cc: All Counsel of Record (via ECF and Email)